

DATE: 6/22/09

TO: Honorable Robert D. Drain  
United States Bankruptcy Judge – Southern District of New York  
One Bowling Green  
New York, NY 10004-1408

FROM: David M. Oprea  
Former Delphi Employee

SUBJECT: Case Number 05-44481 (RDD)  
Objection to Delphi Corporation Proposed Elimination of Severance Payments

This is to express my strenuous objection to Delphi's proposal to eliminate severance payments to former Delphi employees. This proposal is documented in the June 16, 2009 Master Disposition Agreement, Article 9.5.11 as-follows:

"With respect to any former U.S. Salaried Employees of any Seller whose employment has been terminated on or prior to the date hereof and are or may be entitled to severance or termination payments or similar benefits, Sellers shall use their commercially reasonable efforts to cause any obligation to pay such severance or termination payments to cease as of the Closing, and neither Company Buyer nor GM Buyers shall have any Liability relating to any such payments or benefits."

I am a former Delphi employee and I signed a document on 12/8/08 prior to my separation from the company (see attachment). My actual effective separation date from Delphi was on 3/1/09. Delphi required me to sign this document. At the time I signed it, Delphi was in bankruptcy and Rosemary Brewer, my Delphi human resources representative, told me that this was a legally binding contract between Delphi and myself. By signing this, I would be releasing Delphi from all legal claims against them and in exchange I would then receive a severance package.

I feel very strongly that aborting these severance payments now would constitute a breach of contract by Delphi Corporation, and I respectfully request that you would protect my rights by not allowing this illegal action to occur. Peoples' lives, including my own, will be negatively affected by what we, in good faith, agreed upon with Delphi.

Note that, up to the end of 2008, Delphi was disbursing its severance payments to former salaried employees as a lump sum. The company then abruptly changed its method of payment near the end of 2008 to twice per month extending over a period of months. Because of that sudden change in disbursement philosophy, I have not yet received the entire amount of my severance (not until December 2009) whereas former employees separated in 2008 have already received their entire amount. If Delphi is allowed to violate the contract we signed, the trust I had in this contract would be destroyed.

I believe that the severance payments are administrative claims, and I also intend on filing an Administrative Expense Claim Form with the court.

Sincerely,



David M. Oprea  
3567 Kings Point Drive  
Troy, MI - 48083

**Delphi Corporation  
Separation Allowance Plan Release of Claims  
David Oprea**

I have been separated or will separate from my employment with Delphi Corporation ("Delphi") effective March 1, 2009, under terms which make me eligible for benefits under the Delphi Separation Allowance Plan (the "Plan"). These benefits include Severance Pay in the total amount of \$94,100, less applicable deductions, to be paid in 20 semi monthly installments commencing on March 15, 2009, and Other Transition Assistance, comprised of outplacement assistance and \$2000 which I may, at my discretion, use to help pay for the continuation of health care coverage through Delphi; provided however that, if I am eligible to retire with corporate contributions for health care in retirement at the time of my separation, I am not eligible for this \$2,000. I acknowledge that the consideration provided for in this Release of Claims is in excess of anything I would otherwise be entitled to receive absent my signing this Release of Claims.

In consideration for receiving these benefits, I, for myself, family, heirs, and representatives, release, remise, and forever discharge Delphi, General Motors Corporation, Strattec Security Corporation, Strattec Power Access LLC, Vehicle Access Systems Technology LLC, and Witte-Velbert GmbH & Co. KG, and their respective officers, shareholders, subsidiaries, affiliates, joint ventures, employee benefit plans, agents and employees, successors, and assigns from any and all manner of actions, causes of actions, suits, proceedings, damages, costs, and claims whatsoever in law or in equity (collectively "Claims"), which I have or may have based upon or in connection with my employment with or separation from Delphi or lack of an employment offer from the buyer of my Delphi employing unit. This release specifically includes all Claims under the Employee Retirement Income Security Act of 1974, as amended, which regulates employee benefit plans; Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination in employment based on race, color, national origin, religion, or sex; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Age Discrimination and Employment Act, which prohibits discrimination in employment based on age; the Equal Pay Act, which prohibits wage discrimination; state fair employment practices or civil rights laws; and any other federal, state or local law, order, or regulation or the common law relating to employment or employment discrimination, including those which preclude any form of discrimination based on age. This includes, without limitation, Claims for breach of contract (either express or implied), slander, libel, defamation, and wrongful discharge. This release does not apply to Claims that are not subject to waiver under applicable law. This covers Claims I know about and Claims I do not know about; but does not cover Claims that arise after I separate from Delphi.

I understand that, by accepting benefits under the Plan, I will no longer be entitled to receive any disability benefits (short-term, long-term, or total and permanent) under the Delphi Life and Disability Benefits Program for Salaried Employees of the Delphi Retirement Program for Salaried Employees relating to any disability that arose or arises at any time, and if I am currently receiving or am eligible to receive disability benefits as of the effective date of this Release of Claims, I understand that such benefits or eligibility for such benefits will cease upon the effective date of this Release of Claims.

I have been given a minimum of forty-five (45) calendar days to review this Release of Claims and a written notice of the ages and job titles of all individuals in the same job classification or organizational unit who were (i) selected and (ii) who were not eligible or not selected for separation. I understand that I may use as much of this forty-five (45) day period as I wish. I have been advised to consult an attorney before signing this Release of Claims, but understand that whether or not I do so is exclusively my decision. I understand that I may revoke this Release of Claims within seven (7) days of my signing it. To be effective, the revocation must be in writing and must be received by Rosemary Brewer before the close of business on the seventh (7<sup>th</sup>) day after I sign this Release of Claims.

I acknowledge that Delphi has made no prior representations, promises, or agreements relating to my employment and separation contrary to this Release of Claims. I understand that I am not eligible for benefits Delphi provides under any other separation program and that I will not be eligible for any enhancements Delphi may subsequently make to the benefits provided under the Plan. This Release of Claims constitutes the entire and only understanding between Delphi and me regarding my separation. If any provision or portion of this Release of Claims is held unenforceable or invalid, all remaining provisions of this Release of Claims remain in full force and effect.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. I AFFIRM THAT I UNDERSTAND AND VOLUNTARILY AGREE TO ITS TERMS.

Signed: David Oprea

Accepted: Rosemary Brewer  
Delphi Corporation

Delphi Identification Number (DIN): 4092

Dated: 12/8/08